

City Contributions

EXHIBIT D-1

Contribution	Value Feb 2015	Original MOU Value	Original MOU Assumptions
Original MOU Properties			
Properties			<ol style="list-style-type: none"> 1. The City will provide Sound Transit permanent and temporary rights through construction close out, to be detailed in easement agreements. The rights granted will be based on 60% plans, but the approximate locations are shown on Sound Transit's preliminary engineering plans. 2. Bellevue contributing property rights without expectation of additional financial contribution compensation or replacement land, beyond the tunnel credit accounted for in this agreement. 3. Properties to be provided as-is to Sound Transit, unless specifically noted below. 4. A list of parcels affected by this MOU follows this table; this list may be modified by mutual agreement.
NE 2 nd Pocket Parks (369900-0075, -0080, -0030; 808760-0029)	Included in subtotal below	Included in subtotal below	<ol style="list-style-type: none"> 5. ST responsible for project related park mitigation and restoration, including temporary permanent mitigation included in the FEIS.
Bel-Red City-owned Properties – Safeway (282505-9296, 282505-9240)	Included in subtotal below	Included in subtotal below	<ol style="list-style-type: none"> 6. The City will provide land on these sites for wetland mitigation for impacts on these sites, for Sound Transit to use to meet its federal, state, and City permitting requirements related to wetland mitigation, in a location approved by the City. 7. If these sites cannot accommodate required mitigation, the City and Sound Transit will cooperate to find an alternative location within existing resources. Mitigation for impacts shown in the 30% PE Plans on these sites appear to be able to be accommodated on site. 8. ST is responsible for all environmental documentation and permitting, construction of wetland improvements, and wetland maintenance and monitoring for the duration of the permits. 9. City to ensure wetland improvements, developed in cooperation with and subject to City's site operation and maintenance requirements, to remain in perpetuity. 10. Maintenance and liability issues to be included in easement documents.

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Mercer Slough (700010-0210, -0150, -0445, -0350; 082405-9278; 052405-9254, -9084; 066287-0090)	Included in subtotal below	Included in subtotal below	<ol style="list-style-type: none"> 11. City to purchase private property as currently identified and agreed to by the parties. The purchased property shall be at least 2.61 acres and at least equal value and function as the land identified by Sound Transit as needing to be replaced to satisfy 6(f) and WA RCO requirements. 12. Parties agree to cooperate to resolve issues within existing identified resource if WA RCO or NPS fail to approve proposed conversion or do not approve replacement proposal timetable in the LWCF manual. 13. The timing of the purchase will be in accordance with the replacement proposal timeline in the LWCF manual. 14. City responsible to meet process requirements for parkland conversion required of the grant recipient. Sound Transit responsible to meet other federal process requirements, perform environmental and other analysis as needed, and to cooperate in parkland conversion process (e.g. document preparation, presentations, interagency coordination, etc.). 15. City responsible for any state and federal requirements associated with land acquisition; ST to cooperate and assist as needed. ST responsible to communicate any additional process requirements beyond standard FHWA requirements. 16. ST responsible for project related park mitigation and restoration, including temporary and permanent mitigation included in the FEIS. 17. The City will provide land on these sites for wetland mitigation for impacts on these sites, for Sound Transit to use to meet its federal, state, and City permitting requirements related to wetland mitigation, in a location approved by the City. 18. If these sites cannot accommodate required mitigation, the City and Sound Transit will cooperate to find an alternative location within existing resources. 19. ST is responsible for all environmental documentation and permitting, construction of wetland improvements, and wetland maintenance and monitoring for the duration of the permits. 20. City to ensure wetland improvements, developed in cooperation with and subject to City's site operation and maintenance requirements, to remain in perpetuity. 21. Maintenance and liability issues to be included in easement documents.

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Surrey Downs Park Property (322505-9140)	Included in subtotal below	Included in subtotal below	<p>22. If B2M-C9T Preferred Alternative:</p> <ul style="list-style-type: none"> a. ST to transfer remaining land along 112th and Main Street north of Surrey Downs Park to City (approximately 2.9 acres based on FEIS) and to landscape property consistent with City plans; b. Bellevue contributing this property without expectation of additional financial compensation or replacement land, beyond the tunnel credit accounted for in this agreement; c. ST responsible for project related park mitigation and restoration in Surrey Downs, including temporary and permanent mitigation, as included in the FEIS. <p>23. If B2M Westside variation:</p> <ul style="list-style-type: none"> a. City will update Surrey Downs Park Master Plan prior to project baselining; b. ST to construct replacement vehicular and pedestrian access consistent with updated Master Plan, and as agreed to by both parties, prior to construction to maintain park access. c. ST to transfer rights to remaining land along 112th and Main Street to City and to landscape property consistent with City plans; d. ST to restore landscaping in Park affected by the Project, consistent with updated Master Plan; e. ST to maintain pedestrian and vehicular access to Surrey Downs Park during construction. <p>24. If King County Court remains open during construction, St to maintain access to Court House and parking except for temporary closures for construction, requiring approval by the City.</p> <p>25. The operations may require the Court House building to be modified. The City is responsible for building modifications.</p> <p>26. City responsible to comply with 2005 King County deed requirements for Surrey Downs.</p>
City Hall (322505-9199, -9017)	Included in subtotal below	Included in subtotal below	<p>27. City responsible to replace temporary and permanent lost parking from visitor/police garage; assumes modification of existing employee garage for police and creation of new stalls on Meydenbauer site.</p> <p>28. Parking solution implemented prior to construction.</p> <p>ST will restore garage and plaza and all existing features, exclusive of betterments subject to 60% design, as part of tunnel construction at its sole cost, with associated terms related to liability and construction defects.</p>
Downtown City-owned - King County Metro (322505-9216)	Included in subtotal below	Included in subtotal below	<p>29. Purchase prior to construction.</p> <p>City responsible for any state and federal requirements associated with land acquisitions; ST to cooperate and assist as needed. St responsible to communicate any additional process requirements beyond standard FHWA requirements.</p>

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NE 2nd Properties- Christmas House and Trend Auto (369980-0035, 808760-0035)	Included in subtotal below	Included in subtotal below	30. Purchase prior to construction. 31. City responsible for any state and federal requirements associated with land acquisitions; ST to cooperate and assist as needed. ST responsible to communicate any additional process requirements beyond standard FHWA requirements. 32. Option to evaluate and purchase alternative properties with equal function and value for temporary staging needs by end of 60% design, as agreed by both parties.
Pine Forest- Teledesic (109910-0005)	Included in subtotal below	Included in subtotal below	33. Purchase prior to construction. 34. City responsible for any state and federal requirements associated with land acquisitions; ST to cooperate and assist as needed. ST responsible to communicate any additional process requirements beyond standard FHWA requirements.
Properties Subtotal	\$83,600,000 (2010\$)	\$83,600,000 (2010\$)	

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Contribution	Amended MOU Value (YOE\$)	Amended Value (2010\$)	Original MOU Value	Original MOU Assumptions
Non-Properties				
Private Utilities	\$12,650,000	\$11,000,000	\$0-8,000,000	35. Final value of credit to be reconciled based on Sound Transit's estimated of value of relocates City is able to require of private Utilities.
Public Utilities	\$8,855,000	\$7,700,000	\$7,700,000	36. City contribution fixed at \$7.7M (2010\$). Escalated to \$8,855,000 in YOE\$ to be paid upon completion of public utilities relocation. 37. ST performs design and construction work needed for the relocation and the reconstruction. 38. Subject to terms related to liability for design and construction
112th Overlay	\$1,000,000	\$1,000,000	\$0-1,000,000	39. Overlay 112th Ave SE from Bellevue Way to Main Street after Sound Transit utility relocated and other in-road work. 40. Value to be based on Sound Transit scope at 60% design. 41. Credit to be based on YOE\$. 42. Overlay date to be agreed to by both parties. 43. Programmed in 2011-2017 CIP for 2015.
Sales Tax Credit/ Cash	\$0	\$0	\$0-8,700,000	44. Credit value up to \$4.4M for estimated taxes received as a result of the project; remainder in cash, depending on final credit value (as inflated) of other items shown as ranges, to make total credit \$100M. 45. Payment no later than the start of revenue service in YOE\$. Option to provide other contributions not listed above, as mutually agreed by Sound Transit and the City, in lieu of cash contributions, to make total credit \$100M
Bellevue Way HOV STP Grant	\$2,200,000	\$1,913,043	Not Included	NEW contribution.
Non-Properties Subtotal	24,705,000	21,613,043	\$16,400,000 (2010\$)	46. Subject to Section 4, Cost Reconciliation Procedures.
Total City Contribution	\$108,305,000	\$105,213,043	\$100,000,000 (2010\$)	